

**FILED**

**JUL 31 1998**

**DOROTHY A. EVANS, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

IN RE:	)	
	)	
DAVID WAYNE FLOYD,	)	CASE NO. 97-05063-M
	)	CHAPTER 7
	)	
Debtor,	)	
_____	)	
	)	
FCC NATIONAL BANK d/b/a FIRST	)	
CARD,	)	
	)	
Plaintiff,	)	
	)	
v.	)	ADVERSARY NO. 98-0023-M
	)	
DAVID WAYNE FLOYD,	)	
	)	
	)	
Defendant.	)	

JOURNAL ENTRY OF JUDGMENT

NOW on this 30<sup>th</sup> day of July, 1998, this matter came on for consideration on the stipulation of the parties. Plaintiff appeared by Theodore P. Gibson, its attorney of record, and the Defendant appeared by Richard S. Shumberger, his attorney of record. Both parties announced that a settlement had been reached under the following terms, conditions and stipulations:

1. The Court has full and complete jurisdiction and venue over this Adversary Proceeding and the Parties.
2. This is a core proceeding.
3. Defendant obtained a credit card from Plaintiff, and in the months immediately proceeding his filing for relief under the Bankruptcy Code, incurred charges and cash advances for which he did not have the ability, or the intention, to repay in the principal sum of \$7,731.90.

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Northern District of Oklahoma

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4. It is agreed that the said sum of \$7,391.90 is non-dischargeable and that Judgment should be granted the Plaintiff in that amount, plus interest, attorney's fees and accrued and accruing costs.

5. It is further agreed that if the Defendant pays the Plaintiff the sum of \$4,000.00, with an initial payment of \$111.12, due upon approval of this Journal Entry, and consecutive monthly payments of \$111.12 per month commencing August 15, 1998, until paid, such payments will be accepted as a full and complete settlement of this obligation.

6. However, if the Defendant defaults under the terms of this settlement, the Plaintiff shall have a final judgment against the Defendant in the full sum of \$7,731.90 (less any payments made) plus interest, attorney's fees and costs to be assessed by the Court.

The Court having reviewed, and approved the stipulations of the parties, finds, and it is

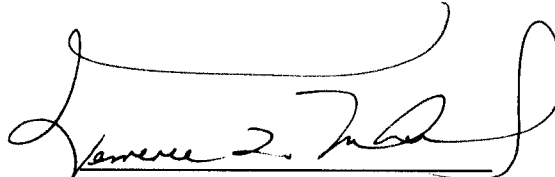
THEREFORE ORDERED, ADJUDGED AND DECREED that the indebtedness due to FCC National Bank d/b/a First Card from David Wayne Floyd in the amount of \$7,731.90 be, and is hereby determined to be, non-dischargeable; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that FCC National Bank d/b/a First Card is granted a judgment against David Wayne Floyd for the amount of \$7,731.90 plus interest, attorney's fees and accrued and accruing costs; and it is

FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Defendant, David Wayne Floyd, be and is hereby granted a stay of execution conditioned upon his payment to the Plaintiff in the sum of \$4,000.00, payable in an initial installment of \$111.12 upon approval of this Journal Entry, and consecutive monthly payments of \$111.12 per month

commencing August 15, 1998, and \$111.12 on or before the 15th day of each month thereafter until the said sum is paid in full; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that this judgment shall be satisfied in full upon the payment of the said \$4,000.00 if said payments are timely made as set forth above.



JUDGE OF THE BANKRUPTCY COURT

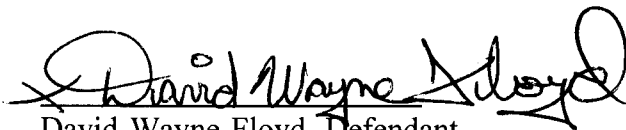
APPROVED AS TO FORM AND CONTENT:



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David Wayne Floyd, Defendant